



GAIL FARBER, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: PD-6

January 13, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**ASSIGNMENT OF CITY OF SIERRA MADRE  
FEDERAL SURFACE TRANSPORTATION PROGRAM-LOCAL FUNDS  
IN EXCHANGE FOR COUNTY OF LOS ANGELES STATE GASOLINE TAX FUNDS  
CITY OF SIERRA MADRE-COUNTY OF LOS ANGELES  
COOPERATIVE FINANCIAL AGREEMENT  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**SUBJECT**

This action is to approve a cooperative financial agreement between the City of Sierra Madre and the County of Los Angeles to assign the City of Sierra Madre's Federal Surface Transportation Program-Local funds to the County of Los Angeles in exchange for an equal amount of the County of Los Angeles State Gasoline Tax funds.

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Chairman of your Board to sign the cooperative financial agreement between the County of Los Angeles and the City of Sierra Madre providing for the City of Sierra Madre to exchange \$8,817 of its Federal Surface Transportation Program-Local funds for an equivalent amount of the County of Los Angeles State Gasoline Tax funds.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is for your Board to approve the attached agreement to effect the exchange of \$8,817 of the City of Sierra Madre's (City) Federal Surface Transportation Program–Local (STP–L) funds for an equivalent amount of the County of Los Angeles (County) State Gasoline Tax funds.

The Los Angeles County Metropolitan Transportation Authority has established procedures that permit the transfer of Federal STP–L funds between public agencies. The approval of the attached agreement is required under these procedures. This exchange of funds is mutually beneficial to and in the general interest of the City and the County.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Service Excellence (Goal 1) as it provides the City with County assistance in expending its funds for the improvements of its streets, the residents of the City and the motoring public will benefit and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The \$8,817 in the County State Gasoline Tax funds to be paid to the City is available in the Fiscal Year 2008-09 Road Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The attached agreement has been approved as to form by County Counsel and executed by the City.

The attached agreement provides for the City to assign \$8,817 of the City's available Federal STP–L funds to the County, and the County to pay to the City, following the execution of the agreement, \$8,817 in County State Gasoline Tax funds.

### **ENVIRONMENTAL DOCUMENTATION**

A finding of environmental impact is not required for this financial transaction.

The Honorable Board of Supervisors  
January 13, 2009  
Page 3

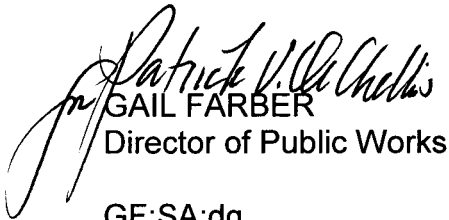
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The County will be processing Federal-aid eligible projects in unincorporated areas to which the City's assignment of Federal STP-L funds can be obligated. The City intends to utilize the County State Gasoline Tax funds in accordance with Article XIX of the California State Constitution.

**CONCLUSION**

Please return one adopted copy of this letter and the copy marked CITY ORIGINAL of the agreement to the Department of Public Works, Programs Development Division. The copy of the agreement marked COUNTY ORIGINAL is for your files.

Respectfully submitted,

  
GAIL FARBER  
Director of Public Works

GF:SA:dg

Attachment

c: Chief Executive Office (Lari Sheehan)  
County Counsel

## A G R E E M E N T   A N D   A S S I G N M E N T

THIS AGREEMENT AND ASSIGNMENT, made and entered into by and between the CITY OF SIERRA MADRE, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

### W I T N E S S E T H

WHEREAS, CITY desires to assign Eight Thousand Eight Hundred Seventeen and 00/100 Dollars (\$8,817.00) of CITY Federal Surface Transportation Program-Local (STP-L) funds to COUNTY in exchange for a like amount of COUNTY State Gasoline Tax funds; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority has procedures that permit the transfer of STP-L funds between public agencies; and

WHEREAS, such an assignment and exchange of funds is beneficial to and in the general interest of CITY and COUNTY.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To assign to COUNTY a fixed sum of Eight Thousand Eight Hundred Seventeen and 00/100 Dollars (\$8,817.00) of CITY'S STP-L funds. Such assignment shall be effective upon full execution of this AGREEMENT AND ASSIGNMENT with no further action required by CITY.
- b. To accept COUNTY'S payment of Eight Thousand Eight Hundred Seventeen and 00/100 Dollars (\$8,817.00) in COUNTY Gasoline Tax funds and to expend these funds in accordance with Article XIX of the California State Constitution.

(2) COUNTY AGREES:

- a. To accept CITY'S assignment of Eight Thousand Eight Hundred Seventeen and 00/100 Dollars (\$8,817.00) in STP-L funds.
- b. To pay to CITY, following full execution of this AGREEMENT AND ASSIGNMENT Eight Thousand Eight Hundred Seventeen and 00/100 Dollars (\$8,817.00) in COUNTY Gasoline Tax funds.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT AND ASSIGNMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- b. Any correspondence, communication, or contact concerning this AGREEMENT AND ASSIGNMENT shall be directed to the following:

CITY: Mr. Bruce Inman  
Director of Public Works  
City of Sierra Madre  
232 West Sierra Madre Boulevard  
Sierra Madre, CA 91024-2312

COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- c. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32081 between the CITY and the COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect are inapplicable to this AGREEMENT AND ASSIGNMENT.

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT AND ASSIGNMENT to be executed by their respective officers, duly authorized, by the CITY OF SIERRA MADRE on \_\_\_\_\_, 2008, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2009.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

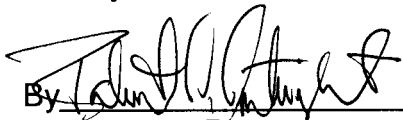
ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By  \_\_\_\_\_  
Deputy


CITY OF SIERRA MADRE .

By  \_\_\_\_\_  
Mayor

ATTEST:

By  \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By  \_\_\_\_\_  
City Attorney